

Real Estate Deed Record No. 70, MADISON County, Iowa

Form No. 102—Easement for Pipe Line, Continental Construction Corporation.

MATT FARROTT & SONS CO., WATERLOO, IOWA B50395

EASEMENT FOR PIPE LINE

Mabelle Allen & Husb., et al.

To

CONTINENTAL CONSTRUCTION CORPORATION

Filed for Record on the 30 day of December

A. D. 19 30, at 11:05 o'clock A. M.

#2996

Fee \$.70

Mildred E. Knott

Recorder

By Zelda Wildin

Deputy

For and in consideration of the sum of Fifty Cents per rod.

One Hundred Sixty Dollars (\$ 160.00) to us in hand paid, receipt of which is hereby acknowledged Money paid to Onie B. Nixon. Mabelle Allen and Joseph M. Allen her Husband. Marea Spurlock and Dewey Spurlock her Husband do hereby grant, convey and warrant to Continental Construction Corporation its successors and assigns, a Right-of-way to construct, re-construct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, or pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and also construct, reconstruct, maintain, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances, over, and thru the following real estate in the County of Madison County, State of Iowa, to-wit:

The North Half of Section 26. Township 74. North
Range 29 West.

and the said Spouses

hereby relinquishes all contingent rights, including all their right of dower, homestead or distributive share in and to the above described premises. And also from time to time additional such pipe lines, telephone, telegraph and electrical lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon. Grantee agrees to repair and replace any drain tile now on said land disturbed by the construction of pipe line free of cost to grantor.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth, and 3 feet where necessary, and where same intersects, pipe line is to be laid beneath tile now on said land.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning

193, to 193

on Basis, to (Cash or Crop)

Executed this 18th day of November, 1930, 19

I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this day of, 19

Mabelle Allen

Joseph M. Allen

Marea Spurlock

Dewey Spurlock

STATE OF KANSAS, Sedgwick County, ss.

On this 18th day of November, A. D. 1930, before me, E. T. Jester

a Notary Public in and for the County of Sedgwick



Kansas
State of Iowa, personally appeared Mabelle Allen and Joseph M. Allen, her husband-Marea Spurlock and Dewey Spurlock, her husband, to me known to be the person S. named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.
IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

E. T. Jester

Notary Public in and for said County,
Sedgwick County, State of Kansas

My Commission expires August 7th, 1933.